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6 | Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

10 GIL CROSTHWAITE, RUSS BURNS, in) Case No. C 07-0869 MEJ
11 their respective capacities as Trustees of)
12 the OPERATING ENGINEERS HEALTH)
13 AND WELFARE TRUST FUND FOR)
14 NORTHERN CALIFORNIA; PENSION)
15 TRUST FUND FOR OPERATING)
16 ENGINEERS; PENSIONED)
17 OPERATING ENGINEERS HEALTH)
18 AND WELFARE FUND; OPERATING)
19 ENGINEERS AND PARTICIPATING)
20 EMPLOYERS PRE-APPRENTICESHIP,)
21 APPRENTICE AND JOURNEYMAN)
22 AFFIRMATIVE ACTION TRAINING)
23 FUND; OPERATING ENGINEERS)
24 VACATION AND HOLIDAY PLAN;)
25 OPERATING ENGINEERS CONTRACT)
26 ADMINISTRATION TRUST FUND;)
27 OPERATING ENGINEERS MARKET)
28 PRESERVATION TRUST FUND;)
OPERATING ENGINEERS INDUSTRY)
STABILIZATION TRUST FUND;)
BUSINESS DEVELOPMENT TRUST)
FUND; and HEAVY AND HIGHWAY)
COMMITTEE,
Plaintiffs,
vs.
NEIL JACKSON CONSTRUCTION, INC.
a California corporation; NEIL JEFFERY
JACKSON, individually; and SURETY
COMPANY OF THE PACAIFIC, a
California Corporation,
Defendants.

1 IT IS HEREBY STIPULATED by and between the parties hereto that Judgment be
2 entered in the within action in favor of the plaintiffs and against defendants Neil Jackson
3 Construction, Inc., a California corporation, and Neil Jeffery Jackson, an individual, and each of
4 them, in the sum of \$116,880.87, consisting of the principal balance of \$103,025.96 and
5 liquidated damages of \$13,854.91.

6

7 1. Payment shall be made to the Operating Engineers Trust Funds, and
8 delivered to Michele R. Stafford, Saltzman & Johnson Law Corporation, 120 Howard Street,
9 Suite 520, San Francisco, CA 94105 or to such other address as may be specified by plaintiffs.

10

11 2. Upon payment of the principal sum of \$103,025.96, the liquidated damages of
12 \$13,854.91 will be waived.

13

14 3. In the event of the filing of a bankruptcy petition by either or both of the defendants,
15 the parties agree that any payments made by defendants pursuant to the terms of this judgment,
16 shall be deemed to have been made in the ordinary course of business as provided under 11
17 U.S.C. Section 547(c)(2) and shall not be claimed by defendants as a preference under 11 U.S.C.
18 Section 547 or otherwise. Defendants nevertheless represent that no bankruptcy filing is
19 anticipated.

20

21 4. Should any provision of this Agreement be declared or determined by any court of
22 competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, and
23 enforceability of the remaining parts, terms or provisions shall not be affected thereby and said
24 illegal, unenforceable or invalid part, term, or provision shall be deemed not to be part of this
25 Agreement.

26

27 5. Defendants each represent and warrant that they have had the opportunity to be or
28 have been represented by counsel of their own choosing in the analysis of this Agreement and the
terms and conditions set forth herein, that they have read this Agreement with care and are fully

aware of and understand that they enter into this Agreement voluntarily.

6. This Agreement may be executed in any number of counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

DATED: 1/22/08

NEIL JACKSON CONSTRUCTION, INC.

By: Neil Jeffery Jackson
NEIL JEFFERY JACKSON

DATED: 1/22/08

Neil Jackson
NEIL JEFFERY JACKSON, individually

DATED:

OPERATING ENGINEERS LOCAL 3 TRUST FUNDS

WAYNE E. McBRIDE

APPROVED AS TO FORM:

DATED: 1/22/08

~~HAKEEM, ELLIS & MARENKO~~

~~STACEY A. JACKSON
Attorneys for Defendants~~

DATED: 1/22/08

GANZER & WILLIAMS

Jim G
JAMES E. GANZER

aware of and understand that they enter into this Agreement voluntarily.

6. This Agreement may be executed in any number of counterparts and by facsimile, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

DATED: **NEIL JACKSON CONSTRUCTION, INC.**

NEIL JACKSON CONSTRUCTION, INC.

By: NEIL JEFFERY JACKSON

DATED: _____ NEIL JEFFERY JACKSON, individually

DATED: 1-11-08 OPERATING ENGINEERS LOCAL 3
TRUST FUNDS

OPERATING ENGINEERS LOCAL 3 TRUST FUNDS

Wayne E. McBride
WAYNE E. MCBRIDE
Collector Manager

APPROVED AS TO FORM:

DATED: HAKEEM, ELLIS & MARENGO

STACEY A. JACKSON
Attorneys for Defendants

DATED: **GANZER & WILLIAMS**

2020 RELEASE UNDER E.O. 14176

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ORDER



IT IS SO ORDERED:

DATED: March 12, 2008

J71:Jackson1.judgment